

COOPERATIVE AGREEMENT

BETWEEN

CITY OF LINCOLN, NEBRASKA

AND

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

This Cooperative Agreement ("Agreement") made and entered into by and between the City of Lincoln, Nebraska ("City") and Lower Platte South Natural Resources District ("District").

WITNESSETH:

RECITALS

- A. City is a municipal corporation and pursuant to *Neb. Rev. Stat. § 15-201* has the authority to make all contracts and do all other acts in relation to the property and concerns of the City necessary to the exercise of its corporate powers.
- B. District is a political subdivision of the State of Nebraska and pursuant to *Neb. Rev. Stat. § 2-3235(1)*, has the authority to cooperate with or enter into an agreement with any agency, governmental or otherwise, for carrying out the projects for the benefit of the District as authorized by §§ 2-3201 to 2-3257 subject to such conditions as the board may deem necessary to advance the purposes of such sections.
- C. District, pursuant *Neb. Rev. Stat. § 2-3229*, has the authority, among others, to develop and execute plans, facilities, works, and programs related to "(6) development, management, utilization, and conservation of ground water and surface water; (10) development and management of fish and wildlife habitat (11) development and management of recreational and park facilities, and (12) forestry and range management.
- D. City and district desire to enter into this agreement for the purpose of providing for the management of the "King Wetland Site," which is comprised of farmland and saline wetlands.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants contained herein, the parties agree as follows:

1. City has accepted title to "King Wetland Site" that was jointly purchased by the City of Lincoln with Nebraska Environmental Trust Funds and the Nebraska Game and Parks Commission with Section 6 funds.

2. "King Wetland Site" is located on land described as:

The property consists of 61.19 acres legally described as Irregular Tract Lot 17 located in the NW1/4 of Section 31-11-7 and Irregular Tract Lots 15, 16, and 19 located in the SW1/4 of Section 30-11-7 and Irregular Tract Lot 56 located in the East Half of the SW1/4 and the West Half of the SE1/4 of Section 30-11-7, Lancaster County, Nebraska.

3. District agrees to manage the "King Wetland Site" for the City and City agrees to pay the District annually the sum of \$2,500.00. The City on or before June 1st of each year shall make the annual payment to the District. The first payment is due on or before June 1, 2005.
4. District agrees to manage the "King Wetland Site" by performing the following routine management functions.
 - (a) Control noxious weeds and those plants considered invasive including salt cedar (*Tamarix* spp.);
 - (b) Control woody vegetation and manipulate species composition as District deems appropriate; and
 - (c) Maintain fencing as District deems appropriate.
5. District also agrees to coordinate and complete the following:
 - (a) Develop and implement a plan for natural plant seeding of the upland area currently cropped. City agrees to pay for the seeding within 30 days of the receipt of a bill by the District;
 - (b) Assist with restoration planning and provide technical support for the development of a restoration plan;
 - (c) Upon completion of the restoration, perform major repairs due to a natural disaster such as flooding. If such disaster occurs, District will submit to City an estimate of the cost of repair. City shall approve the estimate and pay the actual cost of repair within 30 days of receipt of a bill by District; and
 - (d) If determined necessary by the District and City, contract for any mowing or haying. City agrees to pay for the mowing or haying within 30 days of the receipt of a bill by the District.

6. The initial term of this Agreement shall be for five years commencing on June 1, 2004 and terminating on June 1, 2009. Unless either party terminates this Agreement by giving prior written notice to the other party of at least 90 days before the expiration of the initial term or any renewal term, this Agreement shall automatically be renewed for additional successive five year terms. At the beginning of each successive five-year term, the parties shall review and adjust the annual cost of management and update the tasks, if necessary. If updates and adjustments are agreed to, they will be reflected in a supplement to this Agreement within 90 days of the commencement of such five-year term. If neither party has indicated that a cost adjustment or an update of the tasks are necessary within such 90 days, the same annual cost of management and tasks shall continue for such five year term.
7. City agrees to notify the District of any maintenance needs beyond those agreed to by District in this Agreement. District will use its best efforts to perform such maintenance. City agrees to pay District for such maintenance within 30 days of receipt of bill from District.
8. District agrees that any bill for services performed by the District pursuant to terms of this Agreement and sent to City for payment will be at District's actual cost.
9. City further agrees to:
 - (a) Erect and maintain all signs associated with the "King Wetland Site"; and
 - (b) Provide, maintain and empty all trash receptacles placed and located on "King Wetland Site."
10. City designates Tom Malmstrom of the Parks and Recreation Department, as it's representative to coordinate the implementation of this Agreement. District designates Dan Schulz, Resources Coordinator, as it's representative to coordinate the implementation of this Agreement. Either party may change designation by giving written notice to the other. All notices will be sent by registered mail or hand delivered to:

City at 3125 Portia Street, P.O. Box 83581, Lincoln, Nebraska
68501-3581, Attention: Tom Malmstrom

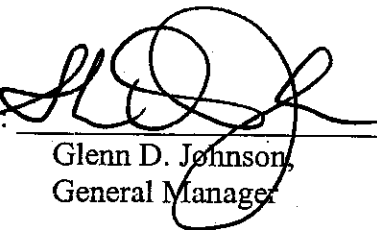
District at 3125 Portia Street, P.O. Box 83581, Lincoln, Nebraska
68501-3581, Attention: Dan Schulz.

IN WITNESS WHEREOF, the parties have duly executed this agreement on the date opposite the signature.

CITY OF LINCOLN, NEBRASKA

LOWER PLATTE SOUTH
NATURAL RESOURCES
DISTRICT

BY: _____
Coleen J. Seng, Mayor

BY:  _____
Glenn D. Johnson,
General Manager